



Orchard Grove Project

RELOCATION PLAN

Prepared for:

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INTRODUCTION

New Garden Grove Community, LP (“Owner” and “Developer”) has authorized the preparation of this Relocation Plan (“or “Plan”) in cooperation with the City of Garden Grove (“City”) and Garden Grove Housing Authority (“Authority”). Together, the City and Authority may be referred to as “Garden Grove”. This Relocation Plan is prepared in connection with an affordable housing project being implemented pursuant that certain *Affordable Housing Agreement (Orchard Grove)* (“Agreement”) entered into among the City, the Authority, and the Owner (“Developer” in the Agreement.) Owner owns fifteen (15) existing, small multi-family properties, each with three to nine units for a total of 78 apartments, located at the following common addresses: 12131, 12132, 12141, 12142, 12161, 12162, 12171, 12172, 12181, 12182, 12201, 12202, 12211, 12212 and 12222 Tamerlane Drive, Garden Grove, California (together, “Properties”). This Relocation Plan has been prepared and will be implemented pursuant to applicable requirements of: (i) California Relocation Assistance Law, Government Code Section 7260, *et seq.*, (ii) Relocation Assistance and Real Property Acquisition Guidelines adopted by the State of California, Department of Housing and Community Development, Title 25 California Code of Regulations Section 6000, *et seq.*, (iii) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, HUD Handbook 1378, and 24 CCR 92.253, and (iv) the local guidelines adopted by the Garden Grove City Council that implement such state and federal relocation law, including the Residential Anti Displacement and Relocation Assistance Plan (together, “Relocation Law”).

Overland, Pacific & Cutler, LLC (“OPC”), an experienced relocation consulting firm, has been retained to prepare this Relocation Plan (“Plan”) in compliance with the Relocation Law, including to evaluate the present circumstances of affected tenants, identify the temporary and permanent housing requirements of the tenants, and to describe the Owner’s temporary and permanent relocation plans and available resources.

Under the Agreement, the Developer is substantially rehabilitating and upgrading the Properties to operate the apartments as one affordable housing project (albeit 15 separate parcels) for tenancy by eligible Extremely Low, Very Low, and Low Income households at an Affordable Rent.¹ Garden Grove issued Developer a residual receipts loan and recorded a Regulatory Agreement with against the Properties that detail the affordable housing restrictions, along with property management, maintenance, insurance, indemnity, and other operational requirements in effect for the 55-year Affordability Period (together, “Project”). The sources of funding for the Project include (a) the investor limited partner’s equity investment in 9% Low Income Housing Tax Credits (“LIHTC”) awarded to the Project by the California Tax Credit Allocation Committee (“TCAC”) that will also requires a TCAC Regulatory Agreement with LIHTC restrictions, (b) Garden Grove Loan of \$12,525,321.00, which is the sum of (i) \$8,879,321.00 of principal amounts loaned by the City to the Prior Owner and assumed by Developer that were originally sourced from HOME Program, CDBG, Former Agency redevelopment housing funds, and City general funds, (c) plus, \$3,646,000 subsidy sourced from (i) \$1,823,000 LMIHAF, and (ii) \$1,823,000 PLHA funds.

The existing Properties are comprised of 78 apartments, with 31 one-bedroom units, 38 two-bedroom units, eight (8) three-bedroom units, plus one three-bedroom Manager’s Unit. Presently and during the Substantial Rehabilitation work, all rents are restricted at 65% AMI or

¹ Capitalized terms in this Relocation Plan are as defined herein, or as defined in the Agreement between the Developer and Garden Grove.

less; and, under the Agreement, monthly rent will be reduced to new Affordable Rent of: (a) 30% Area Median Income for Orange County ("AMI") as to the eight (8) Extremely Low Income units based on California Health and Safety Code ("HSC") Sections 50053 and 50052.5 and the income limited issued by State HCD, and (b) with the other 69 units restricted at a mix of 40% AMI and 50% AMI Very Low Income, and 60% AMI Low Income based on the TCAC income limits, as described in the Agreement as the Prescribed Unit Mix and as shown in Exhibit A hereto. There will be no loss of units and bedroom counts will remain the same post renovations. As adjusted, Affordable Rent for the Housing Units will be lower than current rents.

As described above and under the Agreement, the Properties will undergo extensive exterior and interior renovations, so implementation of the Scope of Substantial Rehabilitation will require qualified existing tenants to temporarily relocate on-site to a newly rehabilitated unit during renovation of their present unit. Those income-qualified existing tenants will receive advisory assistance and benefits for temporary relocation under the Relocation Law. Further, certain prior and existing tenants with household income that exceeds Low Income (i.e., those over-income) will be required to permanently relocate from the Site and will receive assistance and benefits under the Relocation Law for permanent displacement.

In March 2023, OPC prepared an initial relocation plan for the Owner related to the Orchard Grove Project, as then proposed; that prior plan anticipated and addressed only temporary relocation of existing tenants. Based on updated data obtained from and about tenants at the Site during the period April 11, 2023 to the present, the Owner acknowledges that this updated and fully restated Relocation Plan is necessary because implementation of the Project will result in both the temporary relocation described in the March 2023 relocation plan but also there will be permanent relocation of certain tenants due to their household income exceeding Low Income (i.e., "over-income") as described herein and in the Agreement. This Relocation Plan addresses both temporary and permanent relocation that will occur in compliance with the Relocation Law due to implementing the Orchard Grove Project pursuant to the Agreement; Owner, through OPC and in cooperation with Garden Grove, will provide relocation assistance and benefits to occupants as described in this Plan.

As of the date of this Relocation Plan, 58 households will require temporary relocation during renovations of their units, and 26 households will be permanently relocated. The needs and characteristics of the Project residents and the Owner's program to provide assistance to each affected person are general subjects of this Relocation Plan.

The Relocation Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to temporary and permanent displacement (**SECTION II**);
3. Assessment of available temporary and permanent replacement housing for the Project residents (**SECTION III**);
4. Description of the Owner's relocation program (**SECTION IV**);
5. Description of the Owner's Project timeline and budget (**SECTION V**).

I. PROJECT DESCRIPTION

A. REGIONAL LOCATION

The Site of the Orchard Grove Project is located in the City of Garden Grove within central Orange County. The Site is immediately accessible from Interstate 5 and State Highway 55 (*Figure 1: Regional Project Location*).

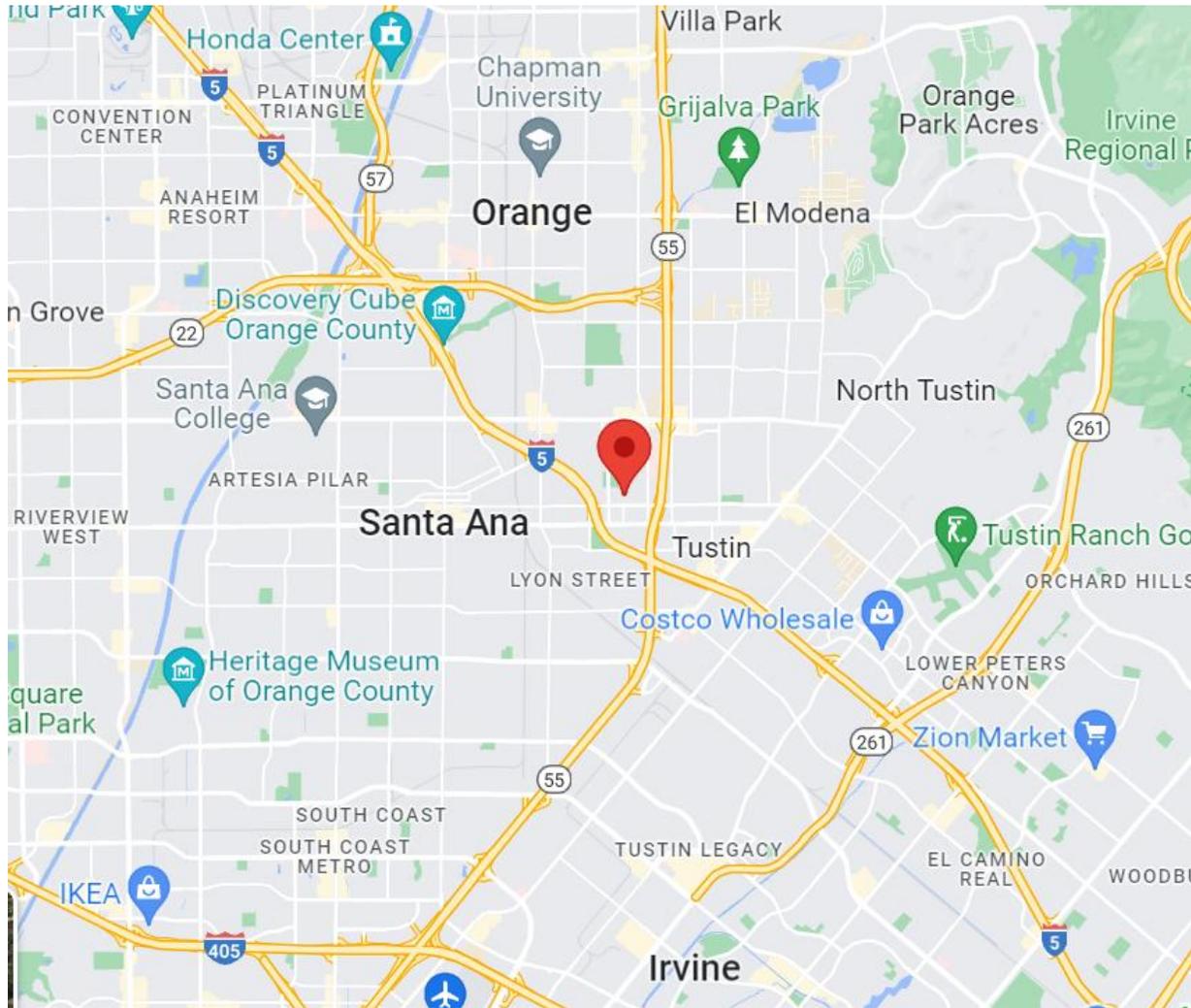


Figure 1: Regional Project Location

B. PROJECT SITE LOCATION AND DESCRIPTION

The common addresses of the 15 parcels that comprise the Site are : 12131, 12132, 12141, 12142, 12161, 12162, 12171, 12172, 12181, 12182, 12201, 12202, 12211, 12212 and 12222 Tamerlane Drive, Garden Grove, California 92840; and, the Site general boundaries include Downing Street, Twintree Avenue, S. Harbor Boulevard, and Resort Way. The Site spans 3.1 acres among 15 parcels, improved with 15 buildings, with 3-9 units within each. As of the date of this Plan, 65

units are occupied by tenants, one unit is used as an office, and 12 units are vacant. (Figure 2: Project Site and Figure 3: Orchard Grove Project Site with addresses).

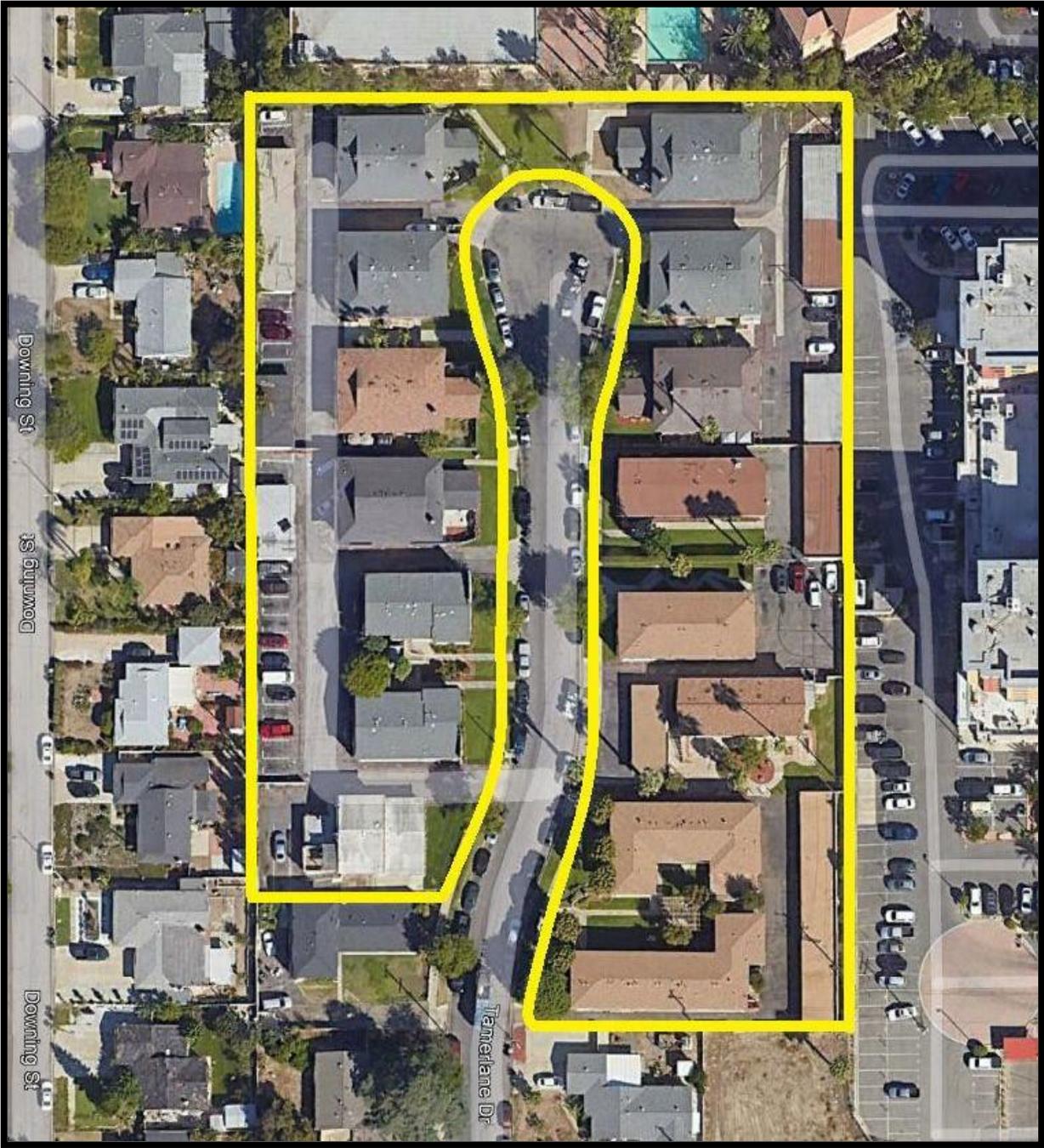


Figure 2: Orchard Grove Project Site

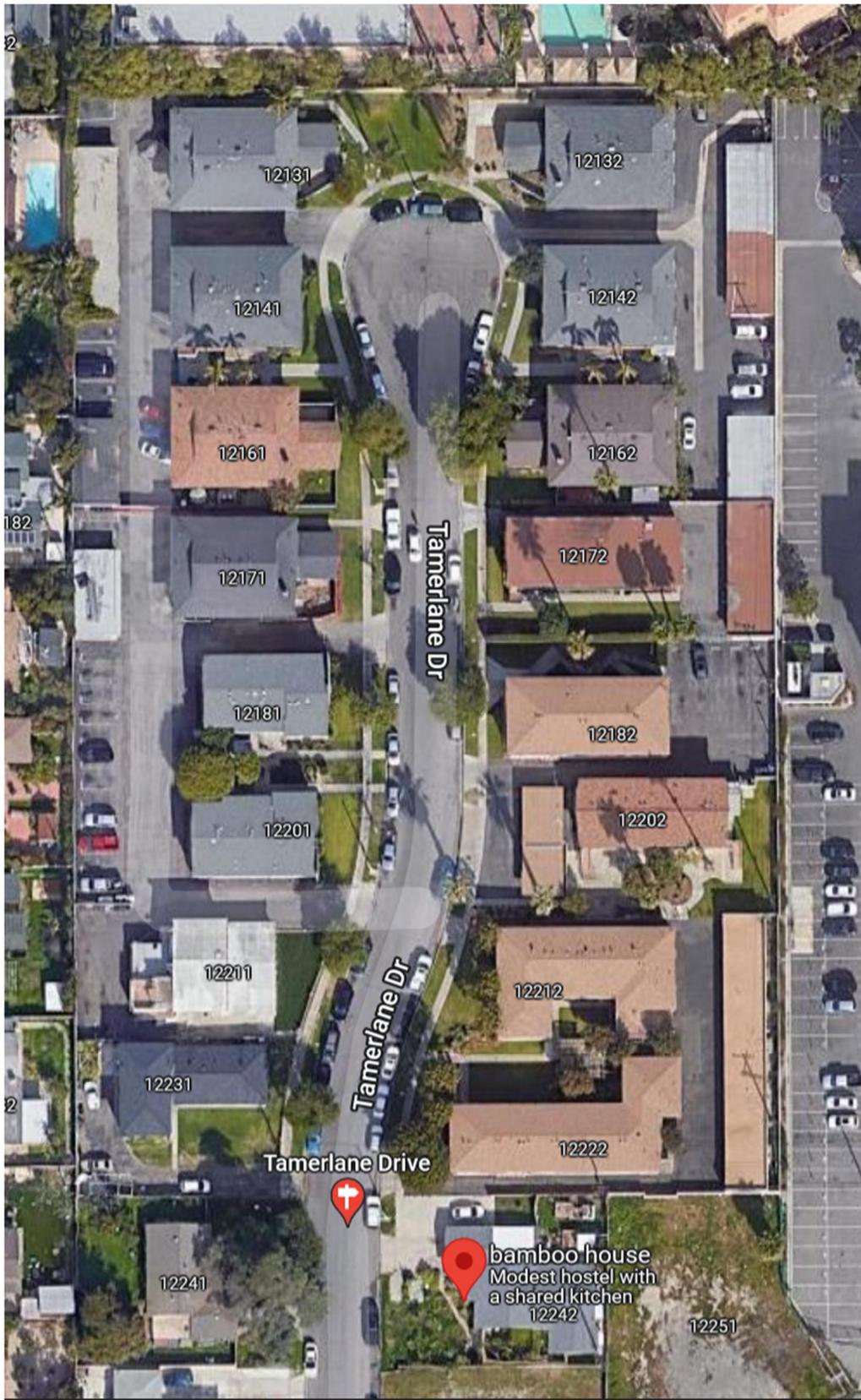


Figure 3: Project Site Addresses

II. ASSESSMENT OF RELOCATION NEEDS

A. SURVEY METHOD

To obtain information necessary for the preparation of this Relocation Plan, OPC interviewed, or with due diligence attempted to interview, the Project residents in January, February and early March 2024. Despite multiple attempts, two households did not respond to interview requests. Rent rolls, recent income certifications, and additional data on the Project households was also provided to OPC by the Owner in February 2024.

For the interviewed households, OPC collected information about the household composition and current circumstances, special needs related to temporary or permanent relocation (as applicable), preferred language, disabilities, gross annual income, preferred area to relocate (permanent displacement), and an assessment of personal property to be temporarily or permanently relocated.

B. OCCUPANT DATA

1. Current Occupants

As of the date of this Plan, there are 78 units to be rehabilitated for the Project of which 65 are currently occupied. Fifty-eight of the households are qualified to remain in the Project, at their same unit, or some will relocate to a newly rehabilitated unit that better meets the household needs, such as seniors on the first floor, or some moving into one of the ADA-accessible units. The household size of existing tenants is comprised of one to seven (1-7) individuals in one-, two-, and three-bedroom units for a total of 219 individuals, 86 of whom are minors (17 years old or younger).

Twenty-six households are non-qualified, over-income and will not be eligible to continue occupancy at the Project; these are comprised of two-six (2-6) individuals in one-, two-, and three-bedroom units for a total of 97 individuals, 25 of whom are minors.

Nineteen of the 26 over-income households previously moved from the Site in the fall of 2023 with assistance from the Owner. These tenants were contacted by OPC staff in January to February 2024 to inform them of their eligibility for additional relocation assistance and benefits under the Relocation Law. Seven over-income households continue to reside at Site at this time, but will receive relocation assistance and benefits when they move into comparable replacement housing in compliance with the Relocation Law. (Income-qualified tenants also moved into some of the units vacated by the over-income tenants this past fall for a total of 84 households eligible for temporary or permanent relocation assistance overall.)

2. Income

According to income standards for Orange County (**Exhibit A**) adjusted for family size as published by the State of California, Department of Housing and Community Development (“State HCD”) and based on annual figures issued by the United States Department of Housing and Urban Development (HUD), the households for continued occupancy must qualify as: (a) Extremely Low Income (at or below 30% AMI, and it is noted there will be 8 ELI Housing Units at the Project, or (b) Very Low Income (31% to 50% AMI), or (c) Low Income (51% to 80% AMI); these households will be temporarily displaced since household income meets the

Prescribed Unit Mix of Low Income or below. And, those existing tenants with annual household income that exceeds Low Income will be permanently displaced from the Site.

3. Language

The preferred language for the households is as follows: Spanish (55), English (24), Vietnamese (3) and Unknown (2). All verbal communication and required written notices will be provided in the language understood by the tenant or an interpreter will be provided, if necessary.

4. Senior/Handicapped Households

There are 34 Project residents who are 62 years old or older. The interviewed households reported 35 individuals with disabilities (all but one within households to be temporarily relocated), seven of which are mobility-related. Appropriate steps will be taken to accommodate mobility challenges and to provide suitable temporary housing on a first floor or with access to an elevator and an ADA compliant unit when necessary. In addition, senior and disabled tenants will receive extra assistance to make sure their units are move-ready, to move them to the temporary accommodations or permanent replacement housing and to accommodate any other special needs they may have.

5. Temporary Housing Needs

Current plans are to move the qualified Project households temporarily to on-site housing (vacant units) during the renovation of their units. There are currently 12 vacant units of varying sizes to use as on-site temporary housing.

6. Permanent Replacement Housing Needs

Replacement housing needs, as expressed in this Plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing current data for household size with the Owner's replacement housing occupancy standards. These standards, generally, allow for up to two persons in a studio unit, three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

When determining the comparable size of the replacement unit under the State relocation programs, the number of all household members is taken into consideration regardless of legal presence status. Under the Relocation Law, when determining the size of the replacement unit needed, only the legally present members of the household are considered. based on the occupancy standard above. The displaced households will potentially have a choice of two relocations programs, including the Federal URA or the State program, under which to submit claims for assistance and under which the size of the comparable replacement unit will be determined.

Based on available tenant data for households to be permanently displaced, there are three overcrowded units. The replacement units required for the 26 impacted households to be permanently displaced include seven one-bedroom apartment units, 16 two-bedroom apartment units and three three-bedroom apartment units.

The Project Site is within a densely populated mixed-use area with retail shopping, personal services, restaurants, medical facilities, parks, schools, public facilities, social services, and public transportation.

7. Preferred Area to Relocate

The interviewed households to be permanently displaced or who already moved from the Project Site expressed interest in staying in the Garden Grove area or moving to Santa Ana or Anaheim to remain close to employment, schools, and medical providers.

III. RELOCATION RESOURCES

A. TEMPORARY HOUSING AVAILABILITY

The Owner’s planned rehabilitation and scope of work for the unit upgrades will require 3-8 households per month over 14 months to temporarily relocate on-site for approximately 28 days for tenants in regular units and approximately 45 days for tenants in 11 units requiring ADA upgrades, including mobility (8) and communication (3). There are currently 12 vacant Project units that will be used as temporary housing on-site.

Transportation will be provided to residents (as needed) to the temporary accommodations and back to their permanent unit. All temporary housing will be inspected to assure it is decent, safe and sanitary and meets the needs of the residents.

All tenants will continue to pay their rent and utilities to the Owner for the tenants’ current units, and the Owner will pay the full housing cost of the temporary units. After rehabilitation has been completed, tenants will move back to their original unit or a comparable unit on-site.

The Owner understands that if the tenants are required to be out of a Project unit for more than one year, permanent relocation benefits must be offered to them under federal and state relocation regulations with no reduction for temporary relocation benefits previously paid. However, no off-site temporary relocations are anticipated.

B. PERMANENT REPLACEMENT HOUSING AVAILABILITY

For residential housing, a resource survey was conducted to identify available comparable rental units within proximity to the Project Site. The following sources were utilized:

- Classified rental listings from local newspapers and *For Rent* publications
- Internet sources of rental opportunities

1. Residential Rental Housing

A replacement housing survey was conducted in February 2024 that considered available one-, two-, and three-bedroom apartments for rent in Garden Grove and in proximity to the Project Site. This data as of the date of this Plan ultimately located within five miles of the Project Site is summarized in **Table 1** below and in **Exhibit B**.

# of Bedrooms	One	Two	Three
# Found (# Needed)	11 (7)	17 (16)	5 (3)
Rent Range	\$1,695 - \$2,365	\$2,095 - \$2,875	\$2,850 - \$3,750
Median Rent	\$2,115	\$2,595	\$3,240

The available units identified were in residential and mixed-use neighborhoods with access to restaurants, retail stores, medical facilities, social services, public transportation, parks, schools and opportunities for employment.

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

2. Summary

Considering the above-described availability of replacement housing resources gathered, it appears there are an adequate number of replacement units for the residential occupants.

In addition, 19 of the 26 households have already relocated from the Project Site. While each household who already moved will be given the opportunity to move again with relocation assistance per the requirements of the URA and Guidelines, many of those households expressed the desire to remain in their current housing. (Assuming the dwellings are decent, safe and sanitary, rental assistance payments will be calculated based on the households' current housing, if they do not want to move again.)

While adequate replacement resources exist for the tenants, based on survey results of rental opportunities and the tenants' current rent, some tenants may have an increase in monthly rent. Possible increases, if any, will be met through the Owner's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV, E).

C. RELATED ISSUES

1. Concurrent Residential Displacement

There are no known public projects anticipated in the Project area that will cause significant displacements during the timeframe of anticipated initiation of Project displacements. No residential displacee will be required to move without both adequate notice and access to available, comparable, affordable, decent, safe and sanitary housing.

IV. THE RELOCATION PROGRAM

The Relocation Program is designed to be responsive to unique Project circumstances, emphasize maintaining personal contact with all affected individuals, and consistently apply all criteria to formulate eligibility and benefit determinations and conform to all applicable requirements. The Owner will provide tenants the assistance, rights and benefits required under the standards and provisions set forth in the Relocation Law and all other applicable regulations and requirements. The relocation program will provide both advisory and financial assistance. Every effort will be made to facilitate relocation arrangements and minimize hardships for the tenants.

The Owner has retained OPC, a multi-lingual consulting firm, to administer the Relocation Program for the tenants. OPC has worked on more than 6,000 public acquisition and relocation projects for more than 46 years. Experienced Owner staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations per applicable program requirements.

OPC staff will be available to assist any relocated person and/or household with questions about the relocation process, relocation counseling and/or assistance in relocating. Relocation staff can be contacted at **(800) 400-7356** from 8:00 am to 5:00 pm Monday through Friday and are available via voicemail and/or cellular phones after hours. The Relocation Office is located at **5000 Airport Plaza Drive, Suite 250, Long Beach, CA 90815**. Relocation staff will assist tenants at hours convenient for the tenants and will go to the tenants rather than requiring them to come to an OPC office.

The relocation program consists of two principal constituents: advisory assistance and financial assistance (Relocation Benefits).

A. ADVISORY ASSISTANCE

Advisory assistance services are intended to inform the tenants about the Owner's relocation program, help in the process of securing appropriate temporary or permanent replacement accommodations, facilitate claims processing, maintain a communication link with the Owner and coordinate the involvement of outside service providers.

To follow through on the advisory assistance component of the relocation program and assure that the Owner meets their obligations under the law, OPC relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the Owner's relocation program (**Exhibit C**);
2. Inform the eligible households of the nature of, and procedures for, obtaining available relocation benefits;
3. Determine the needs of each household eligible for assistance (including interviews with the persons to be temporarily or permanently displaced wherein they may indicate special accommodation requests and/or special needs related to temporary or permanent relocation);

4. Provide tenants with access to available decent safe and sanitary temporary or permanent housing within a reasonable time prior to the moves;
5. Provide transportation to the tenants and their personal property, if necessary, to the temporary or permanent accommodations;
6. Inspect temporary and permanent housing to assure it meets decent, safe and sanitary standards as described in the Relocation Law;
7. Assist eligible occupants in the preparation and submission of relocation assistance claims;
8. Provide additional reasonable services necessary to successfully temporarily and permanently relocate occupants;
9. Make benefit determinations and payments in accordance with applicable laws and the Owner's adopted relocation guidelines;
10. Provide each qualified household with a minimum of 30 days written notice to temporarily vacate and each non-qualified household still on-site with at least 90 days written notice to vacate;
11. Inform all tenants of the Owner's policies in writing and verbally with regard to eviction and property management;
12. Establish and maintain a formal grievance procedure for use by temporarily or permanently displaced persons seeking administrative review of the Owner's decisions with respect to relocation assistance; and
13. Provide assistance that does not result in different or separate treatment based on or due to an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

Adequate written and verbal notice and access to affordable decent, safe and sanitary housing will be provided with all requests made to tenants to temporarily or permanently vacate. Personal contact via phone, text, email, mail and in person, as applicable, will be maintained with all households during the temporary and permanent relocation process.

B. TEMPORARY RELOCATION BENEFITS

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all residents. In the course of the interview and follow-up visits, each household will be counseled as to available options and the consequences of any choice with respect to financial assistance.

The Owner pledges to appropriate special care for households requiring additional assistance in the event of unforeseen circumstances. Temporary relocation assistance information and counseling will be provided in the primary language of the displaced occupants to ensure that all residents obtain a complete understanding of the rehabilitation program and eligible accommodations and services provided. Additionally, translation services will be provided upon request.

A resident will continue to pay their portion of the rent and utilities to the Owner for the resident's current unit, and the Owner will pay the full housing cost of the temporary unit. After rehabilitation has been completed, residents will move back to their original unit or a comparable unit on the Project Site.

Residents' furniture and personal property will be moved to the temporary unit and secure off-site storage (as applicable) by a professional moving company while residents are in temporary accommodations. Packing and unpacking services will also be offered and provided to all residents at no cost to the residents, if requested. If a household elects to opt out of the packing/unpacking option, packing materials will be provided to residents 2-4 weeks prior to move out days. The moving company will return the furniture and personal property to the residents' permanent units when renovations have been completed. Moving costs associated with relocating personal property in the tenants' garages permanently off-site will be paid for by the Owner.

If residents receive services or are normally transported to off-site facilities during the days they will be in temporary housing, arrangements will be made to continue the services and/or transportation of the resident to and from the temporary housing.

Residents will be given at least 30 days' written notice to vacate into temporary housing, and advisory services will be provided throughout the relocation process. Relocation staff will provide all required relocation assistance to the households who will be temporarily displaced at the time rehabilitation is initiated.

The Owner will directly pay for the temporary housing costs, transportation costs and the selected moving/storage company to pack/unpack and move/store the tenants' personal property. Therefore, no tenant should incur any out-of-pocket costs associated with the temporary relocation. However, in the event a tenant does incur a cost related to the temporary relocation, the Owner will reimburse all eligible, reasonable and necessary costs.

C. PERMANENT RELOCATION BENEFITS

Permanent relocation benefits will be provided to non-qualified tenants in accordance with the provisions of the Relocation Law, and the Owner rules, regulations and procedures pertaining thereto. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with the Owner's normal administrative procedures.

The Owner will process advance payment requests to mitigate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

Nineteen of the non-qualified households relocated from the Project Site in the fall of 2023. An additional seven non-qualified households remain on the Project Site. Tenants who are, or who were, permanently displaced will be eligible for the following relocation assistance:

1. Residential Moving Expense Payments

All eligible residential occupants to be permanently relocated from the Project Site will be eligible to receive a payment for moving expenses. Moving expense payments will be made

based upon the actual cost of a professional move, or a fixed payment based on a room-count schedule, or a combination of both.

a. Actual Cost (Professional Move)

Displacees may elect to have a licensed professional mover perform the move. The actual cost of the moving services, based on at least two acceptable bids, will be compensated by the Owner in the form of a direct payment to the moving company upon presentation of an invoice. Transportation costs are limited to a distance of 50 miles in either case. In addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

b. Fixed Payment (based on Room Count Schedule)

An occupant may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling or ancillary structures on the property. In this case, the person to be relocated takes full responsibility for the move. The fixed payment includes all utility connections as described in (a), above.

The current schedule for fixed moving payments is set forth in **Table 2** following:

TABLE 2: Schedule of Fixed Moving Payments (effective as of August 2021)	
Unfurnished Dwelling	
One room	\$780
Two rooms	\$1,000
Three rooms	\$1,250
Four rooms	\$1,475
Five rooms	\$1,790
Six rooms	\$2,065
Seven rooms	\$2,380
Eight rooms	\$2,690
each additional room	\$285
Furnished Dwelling	
First Room	\$510
Each additional room	\$100

If a tenant has already moved from the Project Site, they will receive reimbursement for any actual, eligible, move-related expenses incurred to move from the Project Site to their current dwelling. In addition, if those tenants who already moved from the Project Site elect to move to alternate permanent housing, they will receive a move payment based on the options outlined above for the move to the alternate permanent unit.

2. Rental Assistance for Tenant Occupants Who Choose to Rent

To be eligible to receive the rental assistance benefits, the displaced tenant household (who still remains on the Project Site) has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the displacement dwelling.

Except in the case of Last Resort Housing situations (Section E, Page 15), payments to households will be payable over a 42-month period and limited to a total maximum payment of \$7,200 as stated under URA guidelines. (More information regarding rental assistance and Last Resort Housing will be provided in detail in the informational brochure (**Exhibit D**) that will be provided to each household at the initiation of relocation activities.)

Table 3 below portrays **an example** of a benefits determination under the URA and State relocation programs (including State income deductions):

TABLE 3: Example Computation of Rental Assistance Payments		
1. Old Rent	\$650	Old Rent and Utilities
or		
2. Ability to Pay	\$700	30% of Monthly Gross Income (if Low Income – URA) or 30% Adjusted, Monthly, Gross Household Income (State)*
3. Lesser of lines 1 or 2	\$650	Base Monthly Rental
Subtracted From:		

4. Actual New Rent	\$750	Actual New Rent and Utilities
or		
5. Comparable Rent	\$775	Determined by District (includes utilities)
6. Lesser of lines 4 or 5	\$750	
7. Yields Monthly Need:	\$100	Subtract line 3 from line 6
Rental Assistance	\$4,200	Multiply line 7 by 42 months

*Gross adjusted income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Owner; or
- (ii) Thirty percent (30%) of the displaced person’s average, monthly gross household income **if the amount is classified as “low income” by the U. S. Department of Housing and Urban Development’s (HUD) Annual Survey of Income Limits for the Public Housing and Section 8 Programs under the URA.** (HUD’s Survey is shown as **Exhibit A**). If a tenant refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or
- (iii) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities

3. Downpayment Assistance to Tenants Who Choose to Purchase

The displaced household may opt to apply the entire benefit amount for which they are eligible toward the purchase of a replacement unit (49 CFR 24.402(b) and HUD 1378).

Residential tenants, who are otherwise eligible to receive the Rental Assistance Payment described above, may choose to receive a lump sum payment equal to forty-two months of rental subsidy (including Last Resort Housing benefits) to purchase a new home.

A displaced household, who chooses to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a home, will have the funds deposited in an open escrow account, provided that the entire amount is used for the downpayment and eligible, incidental costs associated with the purchase of a decent, safe, and sanitary replacement home. A provision shall be made in the escrow arrangements for the prompt return of Owner funds, in the event escrow should fail to close within a reasonable period of time.

Final determination about the type of relocation benefits and assistance for which the household is eligible will be determined upon verification of the household's occupants, length of occupancy and income.

For non-qualified households who already moved from the Project Site, if the household elects to remain in their current unit as their permanent replacement unit, and assuming the unit is decent, safe and sanitary, a rental assistance payment will be calculated based on the housing costs (rent and utilities) of that unit.

If the household chooses to move to alternate permanent housing and/or if their current unit is not decent, safe and sanitary, a maximum rental assistance payment will be calculated based on a Comparable Housing Analysis and the selection of the most comparable unit available to the household.

To be eligible to receive the rental assistance benefits, the displaced tenant household (who already moved from the Project Site) has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they receive a Notice of Eligibility.

D. GENERAL INFORMATION ON PAYMENT OF RELOCATION BENEFITS

Claims and supporting documentation for relocation benefits must be filed with the Owner within 60 days from the date the claimant returns to a new unit for temporarily displaced households. Non-qualified households, who are still on site, must file claims for relocation benefits within 18 months of moving from the Project Site. Non-qualified households, who already moved from the Project Site, must file claims for relocation benefits within 18 months of receiving a Notice of Eligibility.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

- 1) Tenants(s) will provide all necessary documentation to substantiate eligibility for assistance;
- 2) Relocation staff will follow up with all temporarily displaced households within one week of return to the permanent unit to remind them of the opportunity to file a claim and will follow up with permanently displaced households within six months of the expiration of the claims period;

- 3) Assistance amounts will be determined in accordance with the provisions of the applicable relocation law and guidelines;
- 4) Required claim forms will be prepared by relocation personnel and reviewed with tenants. Signed claims and supporting documentation will be submitted by relocation personnel to the Owner;
- 5) The Owner will review all claims for payment and determine whether to approve, deny, or seek additional information;
- 6) Final payments to residential permanent displacees will be issued after confirmation that the Project premises have been completely vacated, and actual residency at the replacement unit is verified;
- 7) All correspondence, back-up documentation, claims, receipts of payment and notices will be maintained in the relocation case file.

E. PROGRAM ASSURANCES AND STANDARDS

Adequate funds are available to temporarily and permanently relocate the households. Relocation assistance services will be provided to ensure that displacement does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Unruh Act, Title VIII of the Civil Rights Act of 1968, as well as any other arbitrary or unlawful discrimination.

F. LAST RESORT HOUSING

Based on housing cost and income data derived from the occupants and costs of replacement housing resources, it is anticipated that “comparable replacement housing” may not be available as required for the non-qualified households. Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$7,200 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person’s average monthly income, Last Resort Housing must be provided.

Therefore, if the Project is to go forward, the Owner will authorize funds to provide housing of last resort. In this situation, funds will be used to make payments in excess of the monetary limit specified in the statute (\$7,200); hence, satisfying the requirement that “comparable replacement housing” is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds \$7,200 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person’s average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person’s financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non-90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of

downpayment assistance. Tenant households receiving periodic payments will have the option to request a lump sum payment of remaining benefits to assist with the purchase of a decent, safe and sanitary dwelling.

G. RELOCATION TAX CONSEQUENCES

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U. S. Code), or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act (42 U. S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by the Owner or OPC. Tenants are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

H. GRIEVANCE PROCEDURES

The Owner's Relocation Appeals process will be consistent with the provisions within the Relocation Law. The right to appeal shall be described in all relocation explanatory material distributed to tenants via mail or in-person visits.

Tenants will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, payment amounts, and the failure to provide comparable temporary housing or the Owner's property management practices

Requests for administrative review and informal hearings will be directed to the Owner's Property Manager. All requests for review will receive written responses from the Owner within three weeks of their receipt. If an informal appeal is denied, appellants will be entitled to file a written request for a formal hearing before an impartial and independent hearing officer. The Owner will provide interpretation services for appeals hearings, if requested by the household.

The appellant does not have to exhaust administrative remedies first; the appeal/grievance can either go directly to HCD or directly to the Court. Any person and/or organization directly affected by the Relocation Plan may petition the Department of Housing and Community Development (HCD), located at 2020 West El Camino Avenue, Sacramento, CA 95833 to review the Relocation Plan or HCD can be contacted at 916-263-2769.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.

I. IMMIGRATION STATUS

Federal legislation (PL105-117) prohibits the payment of relocation assistance benefits under the Uniform Act to any alien not lawfully present in the United States unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child any

of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by the Owner to negatively affect the alien's spouse, parent or child. However, the Owner will authorize the payment of relocation assistance benefits to any otherwise eligible tenants from non-federally authorized reimbursable funds.

In order to track and account for relocation assistance and benefit payments, relocation staff will be required to seek immigration status information from each tenant aged 18 years or older by having them certify as to their legal status.

V. ADMINISTRATIVE PROVISIONS

A. NOTICES

Each notice, which the Owner is required to provide to a Project occupant, shall be personally delivered or sent by certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language.

Persons who are unable to read and understand any notice will be provided with appropriate translation and counseling. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

There are four principal notices:

- 1) General Information Notice
- 2) Notice of Non-Displacement (qualified tenants)
- 3). Notice of Eligibility (non-qualified tenants)
- 4) Notice to Vacate

The General Information Notice (GIN) is intended to provide potential tenants with a general written description of the Owner's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit D**). The GIN is issued as early as is feasible in the initial stages of a Project, preferably, the planning stage. GINs were issued to all tenants in late-January 2024 with proof of service.

A Notice of Non-Displacement (NOND) will be distributed to each qualified tenant household (**Exhibit D**). The NOND to the household contains a determination of eligibility to remain in a Project unit post-rehab. The notice also describes the benefits for which the household to be temporarily displaced is eligible. The NOND was issued to the qualified households in late January 2024.

A Notice of Relocation Eligibility (NOE) will be distributed to each non-qualified household (**Exhibit E**). The NOE to the residential tenants contains a determination of eligibility for relocation assistance under specific relocation programs and a computation of maximum entitlements based on information provided by the affected household and the analysis of comparable replacement properties identified by relocation staff. The households will receive NOEs as soon as all of the household information requested has been submitted by the households.

No resident will be asked to temporarily move without having received at least 30 days' advance written notice of the earliest date by which the temporary move will be necessary. The Temporary Relocation Notice or Vacate Notice will state a specific date by which the occupants are required to move and will provide the address of the available temporary unit for the household (**Exhibit F**). No household will be required to move permanently without having received at least 90 days' advance written notice of the earliest date by which the move will be necessary (**Exhibit F**). A date-specific vacate notice will not be issued to any tenants before comparable replacement dwellings have been made available to them and the Relocation Plan has been approved by the local governing body.

In addition to the four principal notices, Owner staff will issue a timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits,
- 2) have moved from the property, and
- 3) have not filed a claim for benefits.

B. PRIVACY OF RECORDS

All information obtained from tenants is considered confidential and will not be shared without the consent of the tenant or the Owner. Owner staff will comply with regulations concerning the safeguarding of relocation files and their contents.

C. EVICTION POLICY

1. Eviction may cause the forfeiture of a tenant's right to relocation assistance or benefits. Relocation records will be documented to reflect the specific circumstances surrounding any eviction action.
2. Eviction may be undertaken for one, or more of the following reasons:
 - (a) Failure to pay rent, except in those cases where the failure to pay is due to the owner's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation, or a substantial interruption of services;
 - (b) Performance of a dangerous, and/or illegal act in the unit;
 - (c) A material breach of the rental agreement, and failure upon notification to correct said breach within 30 days of Notice;
 - (d) Maintenance of a nuisance, and failure to abate such nuisance upon notification within a reasonable time following Notice;
 - (e) Failure to accept temporary or permanent accommodations and temporarily or permanently vacate the unit when requested; or
 - (f) A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the Owner.

D. RESIDENT PARTICIPATION

The Owner held individual meetings with the Project households between June – November 2023 to give residents information on the construction plans and timeline.

As the process for considering the Project moves forward, the Owner will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the Relocation Plan and monitoring the relocation assistance program;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials (the Project households will be provided with a copy of

- the Relocation Plan for review and comment once the draft Plan has been completed);
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval (the Project households will be provided an Advisory Notice regarding the comment period with a copy of the Relocation Plan); and
 5. Include written or oral comments concerning the Plan as an attachment (**Exhibit G**) when it is forwarded to the City of Garden Grove for approval.

E. PROJECTED DATE OF DISPLACEMENT

Construction on the Site is expected to begin on the vacant units in May 2024, and then the occupied units will be rehabilitated thereafter in phases starting in about June-July 2024. The Owner anticipates issuing Notices to Temporarily Vacate to the first set of tenants to temporarily relocate in June 2024 with tenant temporary moves to begin in **July 2024**. Construction is expected to be completed in **September 2025**.

For the remaining non-qualified households on site, date specific Notices to Vacate that provide not less than 90 days' notice to move are anticipated to be issued in late **April 2024**.

F. ESTIMATED RELOCATION COSTS

The total budget estimate for relocation-related payments to tenants and vendors for this Project is **\$1,883,000** (rounded), which includes a 10% contingency. The estimated costs include on-site temporary housing costs, moving and storage fees, transport costs, unit cleanings between occupancies of temporary units, and miscellaneous expenses for 58 temporary relocations. The estimated costs also include rental assistance and move assistance payments to 26 non-qualified households as well as relocation assistance services fees for both the households to be temporarily displaced and the permanently displaced households.

The estimated relocation budget does not include any payments related to construction costs.

If the Project is implemented, and circumstances arise that should change either the number of residential occupants, or the nature of their activity, the Owner will authorize any additional funds that may need to be appropriated. The Owner pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project.

EXHIBIT A

INCOME LIMITS – ORANGE COUNTY

The first step in determining eligibility for an affordable housing program is determining whether the person or family renting the housing unit meets the following income standards applicable to Orange County, based upon household size. This table presents the income limits issued by the State of California, Department of Housing and Community Development (State HCD)² pursuant to Health and Safety Code Sections 50052 and 50053 and California Code of Regulations to define and determine housing eligibility by income level. These income limits are issued by State HCD annually after and based on the income limits issued by the United States Department of Housing and Urban Development (“HUD”). The California Tax Credit Allocation Committee (“TCAC”) also issues income limits annually that are based off of HUD income limits.

Area Median Income: \$127,800			
Family Size	Extremely Low	Very Low	Low
1 Person	30,150	50,250	80,400
2 Person	34,450	57,400	91,850
3 Person	38,750	64,600	103,350
4 Person	43,050	71,750	114,800
5 Person	46,500	77,500	124,000
6 Person	49,950	83,250	133,200
7 Person	53,400	89,000	142,400
8 Person	56,850	94,750	151,550

² Based on currently effective median income of Orange County, as released by State HCD by memorandum dated and effective as of June 6, 2023 and posted on June 7, 2023 to the HCD website. These median income numbers are revised annually.

EXHIBIT B

AVAILABLE COMPARABLE HOUSING

1-bedroom Units for Rent

Address	Monthly Rent	Distance from site (mi)
11642-11652 Stuart Dr, Garden Grove, CA 92843	\$1,695	1.6
2175 S Mallul Dr, Anaheim, CA 92802	\$1,820	1.0
10542 Westminster Ave, Garden Grove, CA 92843	\$1,900	3.6
12626 Nelson St, Garden Grove, CA 92840	\$1,975	2.2
12681 Lewis St, Garden Grove, CA 92840	\$2,066	1.7
9900 Acacia Ave, Garden Grove, CA 92841	\$2,115	3.3
401 W Orangewood Ave, Anaheim, CA 92802	\$2,135	1.4
11750 Euclid St, Garden Grove, CA 92840	\$2,150	2.4
12451 El Rey Pl, Garden Grove, CA 92840	\$2,195	0.9
12162 Jentges Ave, Garden Grove, CA 92840	\$2,300	0.7
12851 Haster St Apt 3C, Garden Grove, CA 92840	\$2,365	1.3

2-bedroom Units for Rent

Address	Monthly Rent	Distance from site (mi)
1773 W Sumac Ln, Anaheim, CA 92804	\$2,095	3.3
2070 S Mountain View Ave, Anaheim, CA 92802	\$2,100	1.9
3825 Garden Grove Blvd, Orange, CA 92868	\$2,145	2.1
10542 Westminster Ave, Garden Grove, CA 92843	\$2,200	3.6
2175 S Mallul Dr, Anaheim, CA 92802	\$2,280	1.0
213 E Clifton Ave, Anaheim, CA 92805	\$2,495	3.4
13051 Gilbert St, Garden Grove, CA 92844	\$2,500	3.8
2200 E Ball Rd, Anaheim, CA 92806	\$2,520	4.3
1313 W Memory Ln, Santa Ana, CA 92706	\$2,595	2.7
14152 Flower St, Garden Grove, CA 92843	\$2,650	4.2
175 N Feldner Rd, Orange, CA 92868	\$2,655	3.4
9900 Acacia Ave, Garden Grove, CA 92841	\$2,690	3.3
12132 Chapman Ave, Garden Grove, CA 92840	\$2,700	1.4
12851 Haster St Apt 23G, Garden Grove, CA 92840	\$2,715	1.3
12242-12352 Haster St, Garden Grove, CA 92840	\$2,750	0.9
12622-12732 Buaro St, Garden Grove, CA 92840	\$2,750	0.7
9900 Acacia Ave, Garden Grove, CA 92841	\$2,875	3.3

3-Bedroom Units for Rent

Address	Monthly Rent	Distance from site (mi)
2200 S Loara St, Anaheim, CA 92802	\$2,850	2.1
12622-12732 Buaro St, Garden Grove, CA 92840	\$3,100	0.7
2130 W Crescent Ave, Anaheim, CA 92801	\$3,240	6.6
325 E Leatrice Ln, Anaheim, CA 92802	\$3,388	2.0
3825 Garden Grove Blvd, Orange, CA 92868	\$3,750	2.1

EXHIBIT C
INFORMATIONAL STATEMENT

[attached]

Relocation Assistance Informational Statement for Families and Individuals

(Federal)

Developer/Owner:
New Garden Grove Community LP

Project Name:
Orchard Grove

Developer Representative:
OPC/TranSystems
5000 Airport Plaza Drive, Suite 250
Long Beach, CA 90815
Phone: 800.400.7356

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Qualification For And Filing Of Relocation Claims
7. Last Resort Housing Assistance
8. Rental Agreement
9. Evictions
10. Appeal Procedures – Grievance
11. Tax Status of Relocation Benefits
12. Legal Presence Requirement
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.

Informational Statement for Families and Individuals

(Federal)

1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Developer using federal funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the federal law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Developer has retained the professional firm of OPC/TranSystems to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your representative with OPC, so you will not jeopardize any benefits. This is a general informational brochure only and is not intended to give a detailed description of either the law or regulations pertaining to the Developer's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Developer acquires the property, you will also be required to pay rent to the Developer.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Developer, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself. When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the Developer, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. Fixed Moving Payment (Self-Move)

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Developer, and ranges, for example, from \$510.00 for one furnished room to \$2,690.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Developer will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

Fixed Moving Schedule CALIFORNIA (Effective 2021)	
Occupant Owns Furniture:	
1 room	\$780
2 rooms	\$1,000
3 rooms	\$1,250
4 rooms	\$1,475
5 rooms	\$1,790
6 rooms	\$2,065
7 rooms	\$2,380
8 rooms	\$2,690
Each additional room	\$285
Occupant does NOT Own Furniture:	
1 room	\$510
Each additional room	\$100

B. Actual Moving Expense (Commercial Move)

If you wish to engage the services of a licensed commercial mover and have the Developer pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required and assist you in developing a "mover" scope of services for Developer approval.

4. REPLACEMENT HOUSING PAYMENT – TENANTS AND CERTAIN OTHERS

You may be eligible for a payment up to \$7,200.00 (payment may be larger under Last Resort Housing) to assist in renting or purchasing a comparable replacement dwelling. To qualify, you must be a tenant who has occupied the present dwelling for at least 90 days immediately prior to the initiation of negotiations.

A. Rental Assistance. If you **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent or thirty percent (30%) of your monthly household income if your total gross income is classified as "low income" by the U. S. Department of Housing and Urban Development's (HUD) Annual Survey of Income Limits for Public Housing and Section 8 Programs. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

B. Down-payment Assistance. If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures

necessary to apply for this payment.

5. SECTION 8 TENANTS

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

6. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following:**

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
 - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**
 - b. The date the Developer fulfills its obligation to make available comparable replacement dwellings.

All claims for relocation benefits must be filed with the Developer **within eighteen (18) months** from the date on which you receive final payment for your property, or the date, on which you move, whichever is later.

7. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Developer will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

8. RENTAL AGREEMENT

As a result of the Developer's action to purchase the property where you live, you may become a tenant of the Developer. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

9. EVICTIONS

Eviction for cause must conform to applicable State and local law. Any person who lawfully occupies the real property on the date of initiation of negotiations, is presumed to be entitled to relocation benefits, unless the Developer determines that:

- The person received an eviction notice prior to the initiation of negotiations and, as a result, was later evicted; or
- The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease; and
- The eviction was not undertaken for the purpose of evading relocation assistance regulations.

Except for the causes of eviction set forth above, no person lawfully occupying property to be purchased by the Developer will be required to move without having been provided with at least 90 days written notice from the Developer.

10. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Developer's Relocation Assistance Program may have the appeal application reviewed by the Developer in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Developer.

11. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

12. LAWFUL PRESENCE REQUIREMENT

In order to be eligible to receive relocation benefits in federally funded relocation projects, all members of the household to be displaced must provide information regarding their lawful presence in the United States. Any member of the household who is not lawfully present in the United States or declines to provide this information may be denied relocation benefits, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child, any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by the Developer to negatively affect the alien's spouse, parent or child. Relocation benefits will be prorated to reflect the number of household members with certified lawful presence in the US.

There is no legal presence requirement in order to be eligible for relocation assistance under the State Relocation Program, and all eligible Project occupants will be offered assistance under the State relocation program regardless of immigration status.

13. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Developer's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Developer.

14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at OPC.

EXHIBIT D

**GENERAL INFORMATION NOTICE/
NOTICE OF NONDISPLACEMENT
(Qualified households)**

**GENERAL INFORMATION NOTICE
(Non-Qualified households)**

[attached]

General Information Notice/Notice of Non-Displacement

January ____, 2024

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants
<<ADDRESS>> Tamerlane Drive
Garden Grove, CA 92840

Dear Occupants:

New Garden Grove Community, LP (Owner) is interested in rehabilitating the property you currently occupy at <<ADDRESS>> **Tamerlane Drive, Garden Grove, CA 92840** as part of the proposed **Orchard Grove Project** (“Project”). This notice is to inform you of your rights under Federal and/or State law. If the Owner moves forward with the Project, and you are temporarily displaced, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

However, you do not have to move now.

This is not a notice to vacate the premises or a notice of relocation eligibility.

This is a notice of non-displacement.

You will not be required to move permanently as a result of the rehabilitation.

This notice guarantees you the following:

1. If you must move temporarily so that the rehabilitation can be completed, the Owner will pay for all eligible costs related to temporary moving expenses, including the cost of moving to and from temporary housing, storage and any temporary housing costs.
2. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.
3. Upon completion of the rehabilitation, you will be able to lease and occupy your present unit or a comparable unit in the same building or complex under reasonable terms and conditions.
4. One of the protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA and Guidelines. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided.
5. You will have no less than 30 days’ notice to temporarily vacate your unit.

Since you will have the opportunity to occupy a newly rehabilitated apartment, and you are not being required to permanently vacate, we urge you not to move and to remain a tenant in good standing. You must continue to comply with the terms and conditions of your current lease.

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. Please contact us before you make any moving plans.

TranSystems has been hired by the Owner to assist Project residents throughout the temporary relocation process. We have also been retained to prepare a Relocation Plan to address the needs of the tenants who may be temporarily displaced. It is important that we speak with you as soon as possible. Please contact one of the following relocation staff to schedule a day and time for your interview either by phone or in person at your home:

<<STAFF NAME>> <<PHONE NUMBER>>
<<STAFF NAME>> <<PHONE NUMBER>>

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner's Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Owner.

Note that pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance through a federal funding source, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If the Owner decides not to move forward with the Project, you will be notified in writing.

If you have any questions about this or any other relocation issues, please contact <<NAME>> at <<NUMBER>>.

Sincerely,

<<NAME>>
<<TITLE>>
<<COMPANY NAME>>
<<ADDRESS>>
<<ADDRESS>>

Received by

Delivered on/by: _____/_____

X _____
Recipient's Signature

Posted on/by: _____/_____

Date

Mailed/receipt received on: _____/_____

General Information Notice

January __, 2024

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants
<<ADDRESS>> Tamerlane Drive
Garden Grove, CA 92840

Dear Occupants:

New Garden Grove Community, LP (Owner) is interested in rehabilitating the property you currently occupy at <<ADDRESS>> **Tamerlane Drive, Garden Grove, CA 92840** as part of the proposed **Orchard Grove Project** (“Project”). This notice is to inform you of your rights under Federal and/or State law. If the Owner moves forward with the Project, and you are permanently displaced, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

However, you do not have to move now.
This is not a notice to vacate the premises or a notice of relocation eligibility.

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. Please contact us before you make any moving plans.

If you are required to move permanently, you will be eligible for relocation assistance. You will be given advisory services, including referrals to replacement housing, and at least 90 days’ advance written notice of the date you will be required to move. You will also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement dwelling.

TranSystems has been hired by the Owner to assist Project residents throughout the permanent relocation process. We have also been retained to prepare a Relocation Plan to address the needs of the tenants who may be permanently displaced. It is important that we speak with you as soon as possible. Please contact one of the following relocation staff to schedule a day and time for your interview either by phone or in person at your home:

<<STAFF NAME>> <<PHONE NUMBER>>
<<STAFF NAME>> <<PHONE NUMBER>>

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner’s Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Owner.

Exhibit D

Note that pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance through a federal funding source, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If the Owner decides not to move forward with the Project, you will be notified in writing.

If you have any questions about this or any other relocation issues, please contact <<NAME>> at <<NUMBER>>.

Sincerely,

<<NAME>>
<<TITLE>>
<<COMPANY NAME>>
<<ADDRESS>>
<<ADDRESS>>

Received by

Delivered on/by: _____ / _____

X _____
Recipient's Signature

Posted on/by: _____ / _____

Date

Mailed/receipt received on: _____ / _____

EXHIBIT E
NOTICES OF ELIGIBILITY
(for 3 types of non-qualified tenants)

Notice of Eligibility

<<DATE>>

<<NAME>>

____ Tamerlane Drive
Garden Grove, CA 92840

Dear <<NAME>>:

New Garden Grove Community, LP (the Owner) is proceeding with the project known as the **Orchard Grove Project** located at <<ADDRESS>> **Tamerlane Drive, Garden Grove, CA 92840.**

You will not be required to move without at least 90 days' advance written notice of the day by which you must vacate. However, you can contact us at any time for assistance with your move and to receive the benefits for which you are eligible.

This is a notice of eligibility for relocation assistance. You are eligible for relocation assistance and benefits under the Owner's Relocation Assistance Program.

When you do move, and depending on your eligibility for specific programs, you may choose assistance under **either** the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), **or** the California Code of State Regulations Title 25, Division 1, Chapter 6 (Title 25).

Due to the federal funding of this project, under the URA, persons not lawfully present in the United States are not eligible for relocation payments or advisory assistance, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by THE OWNER to negatively affect the alien's spouse, parent or child. Under Title 25, this requirement does not apply.

Therefore, the entitlements stated below under the URA will reflect the number of legally present persons that have been identified in the Certification of Lawful Presence in the U.S. form provided by you, and/or persons for whom a hardship exemption has been approved. Under the URA, there are ____ household members out of the total of ____ who are entitled to assistance and benefits. These eligible household members are <<NAMES>>.

Additional information about your benefits was previously provided to you in the Informational Statement. You are eligible to receive the following benefits:

1. **RELOCATION ADVISORY ASSISTANCE** provided by Overland, Pacific & Cutler, LLC (TRANSYSTEMS), a professional firm hired by the Owner to provide relocation assistance to you, such as referrals to replacement housing and help with filing for benefits.
2. **MOVING EXPENSES:** You will receive a payment to assist in moving your personal property. You may select one of the following payments:
Under the URA

- A. A Fixed Moving Payment based on the number of rooms you occupy (from Informational Statement). Your pro-rated entitlement under this option for ___ rooms is \$_____ (**x/x** of \$_____) **or**
- B. A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; prorated to reflect the number of eligible household members (**X/X**); **or**
- C. A combination of both (in some cases).

Under Title 25

- A. A Fixed Moving Payment based on the number of rooms you occupy (from Informational Statement). Your entitlement under this option for ___ rooms is \$_____; **or**
- B. A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- C. A combination of both (in some cases).

- 3. **REPLACEMENT HOUSING ASSISTANCE:** You are eligible for a replacement housing payment to rent or purchase a replacement home. The payment will be based on several factors, including the cost of a “comparable replacement dwelling” and your average household income.

You are entitled to choose a replacement housing payment under the URA or Title 25. These two options are explained below.

A. Replacement Housing Assistance Under the URA

If you choose assistance under the URA and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by the Owner) and the base monthly rent, multiplied by 42 months (see table below).

A study was completed to determine the cost of a comparable replacement dwelling for eligible occupants most nearly representative of your current dwelling. The study indicated that the dwelling located at <<**ADDRESS**>> with a monthly rent and estimated utilities of \$_____ (rent of \$_____ and utilities of \$_____) was the most representative of your current dwelling.

Base monthly rent is defined as the lesser of:

- (1) \$_____, which represents the average monthly rent (\$_____) and average monthly utilities (\$_____) at your displacement dwelling (if you are paying little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$_____, which represents thirty (30) percent of your gross monthly household income if your household income is classified as “low income” by the U. S. Department of Housing and Urban Development’s Annual Survey of Income Limits for the Public Housing and Section 8 Programs. (If “N/A”, income was not used in the calculation because you have been determined to not be “low income” and/or are a dependent, or the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$_____, and your maximum rental assistance payment is calculated as follows:

Maximum URA Rental Assistance Payment Calculation		
1	Comparable Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

Your actual payment depends on the cost of the replacement dwelling you decide to rent. If you rent and occupy a replacement dwelling which rents for **less** than the comparable dwelling, your rental assistance payment will be based on the actual cost of your replacement dwelling. If you rent and occupy a replacement dwelling which rents for **more** than the comparable dwelling, your rental assistance payment will be limited by the cost of the comparable dwelling.

Please find attached a listing of available comparable replacement dwellings that you may want to consider renting that reflect replacement housing needs under the URA. If you need any assistance or transportation to inspect these referrals, please contact the relocation agent identified below.

B. Replacement Housing Assistance Under Title 25

If you choose assistance under the State Regulations and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by the Owner) and the base monthly rent, multiplied by 42 months.

A study was completed to determine the cost of a comparable replacement dwelling for eligible occupants most nearly representative of your current dwelling. The study indicated that the dwelling located at <<ADDRESS>> with a monthly rent and estimated utilities of \$_____ (rent of \$_____ and utilities of \$_____) was the most representative of your current dwelling.

Base monthly rent is defined as the lesser of:

- (1) \$_____, which represents the average monthly rent (\$_____) and average monthly utilities (\$____) at your displacement dwelling (if you are paying little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$_____, which represents thirty (30) percent of your gross monthly adjusted household income (If "N/A", income was not used in the calculation because it has been determined the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$_____ and your maximum rental assistance payment is calculated on the following page:

Maximum Rental Assistance Payment Calculation		
1	Comparable Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

Your actual payment depends on the cost of the replacement dwelling you decide to rent. If you rent and occupy a replacement dwelling that rents for **less** than the comparable dwelling, your rental assistance payment will be based on the actual cost of your replacement dwelling. If you rent and occupy a replacement dwelling that rents for **more** than the comparable dwelling, your rental assistance payment will be limited by the cost of the comparable dwelling.

If you BUY replacement housing (Downpayment Assistance)

You may use the amount of your rental assistance payment under the URA or Title 25 for down payment assistance. Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home under the URA or Title 25, you may use the full amount of your rental assistance payment (\$_____), as calculated above for a down payment and incidental expenses (typically known as "closing costs") associated with the purchase of a replacement dwelling. Under the URA or Title 25, you are not limited in the type of home you choose.

If you have received any amount as rental supplements, then those amounts will be deducted from all eligible down payment calculations. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

To be eligible for a replacement housing payment described above, you must rent or purchase and occupy a decent, safe and sanitary replacement dwelling **within 12 months**, as well as file claims for replacement housing or moving payments **within 18 months** from the date you move from your displacement dwelling. **Failure to occupy the replacement dwelling or to submit claims within the above time limits could result in loss of moving and/or replacement housing benefits.**

You do not have to accept any dwelling referred to you by THE OWNER. You may choose your own replacement, but to qualify for relocation assistance payments it must first be inspected to assure that it meets the "decent, safe and sanitary" standards. For this reason, **DO NOT MOVE from your home and DO NOT CONTRACT to rent or purchase a replacement dwelling without first contacting your relocation agent.** The "decent, safe and sanitary" inspection is **not** a substitute for a professional housing inspection.

The Relocation Assistance Program is very complex. It is important that you carefully read and understand the matters explained in this notice and in the Informational Statement which was provided to you.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner's Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from your relocation agent.

If at any time you have questions or need assistance, please contact your relocation agent:

<<AGENT NAME>>
5000 Airport Plaza Drive, Suite 250
Long Beach, CA 90815
(800) 400-7356

Notice of Eligibility

<<DATE>>

<<NAME>>

<<ADDRESS>> Tamerlane Drive
Garden Grove, CA 92840

Dear <<NAME>>:

The New Garden Grove Community, LP ("the Owner") is proceeding with the project known as the **Orchard Grove Project** located at 12131-12222 Tamerlane Drive, Garden Grove, CA 92840 ("Project Site").

Although you previously moved from the Project Site with some assistance from the Owner, it has been determined that you may be eligible for additional assistance.

This is a notice of eligibility for relocation assistance under **either** the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), **or** the California Code of State Regulations Title 25, Division 1, Chapter 6 (Title 25).

Due to the federal funding of this project, under the URA, persons not lawfully present in the United States are not eligible for relocation payments or advisory assistance, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by Authority to negatively affect the alien's spouse, parent or child. Under Title 25, this requirement does not apply.

Therefore, the entitlements stated below under the URA will reflect the number of legally present persons that have been identified in the Certification of Lawful Presence in the U.S. form provided by you, and/or persons for whom a hardship exemption has been approved. Under the URA, there are ___ household members out of the total of ___ who are entitled to assistance and benefits. These eligible household members are <<NAMES>>.

Additional information about your benefits was previously provided to you in the Informational Statement. You are eligible to receive the following benefits:

RELOCATION ADVISORY ASSISTANCE provided by Overland, Pacific & Cutler, LLC (OPC), a professional firm hired by the Owner to provide relocation assistance to you, such as referrals to replacement housing and help with filing for benefits.

MOVING EXPENSES: You will receive a payment to reimburse you for the moving expenses you incurred relocating to your current replacement dwelling. You may select one of the following payments:

Under the URA

- A. A Fixed Moving Payment based on the number of rooms you occupied at the Project Site (from Informational Statement). Your pro-rated entitlement under this option for ___ rooms is \$ _____ (x/x of \$ _____) **or**
- B. A payment for your Actual Reasonable Moving and Related Expenses based on receipts you provide for moving and related expenses related to your move to your current dwelling; prorated to reflect the number of eligible household members (**X/X**).

Under Title 25

- A. A Fixed Moving Payment based on the number of rooms you occupied at the Project Site (from Informational Statement). Your entitlement under this option for ___ rooms is \$ _____; **or**
- B. A payment for your Actual Reasonable Moving and Related Expenses based on receipts you provide for moving and related expenses related to your move to your current dwelling.

REPLACEMENT HOUSING ASSISTANCE: You are eligible for a replacement housing payment to rent or purchase a replacement home. The payment will be based on several factors, including the cost of a "comparable replacement dwelling," which in your case is your current home that we have determined is decent, safe, and sanitary, and your average household income.

You are entitled to choose a replacement housing payment under the URA or Title 25. These two options are explained below.

Replacement Housing Assistance Under the URA

If you choose assistance under the URA and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities of your current dwelling and the base monthly rent, multiplied by 42 months (see table below).

Base monthly rent is defined as the lesser of:

- (1) \$ _____, which represents the average monthly rent (\$ _____) and average monthly utilities (\$ _____) at your displacement dwelling (if you paid little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$ _____, which represents thirty (30) percent of your gross monthly household income if your household income is classified as "low income" by the U. S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs. (If "N/A", income was not used in the calculation because you have been determined to not be "low income" and/or are a dependent, or the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$ _____, and your maximum rental assistance payment is calculated as follows:

Maximum URA Rental Assistance Payment Calculation		
1	Replacement Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

Replacement Housing Assistance Under Title 25

If you choose assistance under the State Regulations and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities of your current dwelling and the base monthly rent, multiplied by 42 months (see table below).

Base monthly rent is defined as the lesser of:

- (1) \$_____, which represents the average monthly rent (\$_____) and average monthly utilities (\$____) at your displacement dwelling (if you paid little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$_____, which represents thirty (30) percent of your gross monthly adjusted household income (If "N/A", income was not used in the calculation because it has been determined the income information provided was insufficient evidence of income.) *(Take out this sentence in parentheses if we do not use N/A here.)*

Based on the above, your base monthly rent amount is \$_____ and your maximum rental assistance payment is calculated on the following page:

Maximum Rental Assistance Payment Calculation		
1	Replacement Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

If you BUY replacement housing (Downpayment Assistance)

You may use the amount of your rental assistance payment under either the URA or Title 25 for down payment assistance. Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home under the URA or Title 25, you may use the full amount of your rental assistance payment (\$_____), as calculated above for a down payment and incidental expenses (typically known as "closing costs") associated with the purchase of a replacement dwelling. You are not limited in the type of home you choose.

If you have received any amount as rental supplements, then those amounts will be deducted from all eligible down payment calculations. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

You must file claims for replacement housing or moving payments **within 18 months** from the date you received this Notice of Eligibility. **Failure to submit claims within the above time limit could result in loss of moving and/or replacement housing benefits.**

You received a previous relocation payment from the Owner prior to this notice in the amount of \$_____. This amount will be deducted from all eligible replacement housing assistance payment calculations and or moving and related expense payments.

The Relocation Assistance Program is very complex. It is important that you carefully read and understand the matters explained in this notice and in the Informational Statement which was provided to you.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner's Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from your relocation agent.

If at any time you have questions or need assistance, please contact your relocation agent:

<<NAME>>
<<ADDRESS>>
<<PHONE>>

Sincerely,

Attachment (referrals)

ACKNOWLEDGMENT BY OCCUPANTS	
I was personally contacted by the Relocation Agent for the Authority. I have been given a copy of this notice and I have had the available services and entitlements explained to me. I have been advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.	
Name:	Signature:
Date:	
I (We) elect to receive relocation benefits under the Uniform Relocation Act (URA). I understand my URA benefits include a Notice of Eligibility and Conditional Entitlement Letter (NOE) that states a maximum relocation benefit payment of \$ _____ RAP and \$ _____ FMP .	
Signature:	Date:
I (We) elect to receive relocation benefits under the State Regulations. I understand my State benefits include a Notice of Eligibility and Conditional Entitlement Letter (NOE) that states a maximum relocation benefit payment of \$ _____ RAP and \$ _____ FMP .	
Signature:	Date:

Notice of Eligibility

<<DATE>>

<<NAME>>

<<ADDRESS>> Tamerlane Drive
Garden Grove, CA 92840

Dear <<NAME>>:

The New Garden Grove Community, LP ("the Owner") is proceeding with the project known as the **Orchard Grove Project** located at 12131-12222 Tamerlane Drive, Garden Grove, CA 92840.

Although you previously moved from the Project Site with some assistance from the Owner, it has been determined that you may be eligible for additional assistance. You have the right to move again with relocation assistance, if you so choose. You can contact us at any time for assistance with your move and to receive the benefits for which you are eligible.

This is a notice of eligibility for relocation assistance. You are eligible for relocation assistance and benefits under the Owner's Relocation Assistance Program.

If and when you do move, and depending on your eligibility for specific programs, you may choose assistance under **either** the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), **or** the California Code of State Regulations Title 25, Division 1, Chapter 6 (Title 25).

Due to the federal funding of this project, under the URA, persons not lawfully present in the United States are not eligible for relocation payments or advisory assistance, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by Authority to negatively affect the alien's spouse, parent or child. Under Title 25, this requirement does not apply.

Therefore, the entitlements stated below under the URA will reflect the number of legally present persons that have been identified in the Certification of Lawful Presence in the U.S. form provided by you, and/or persons for whom a hardship exemption has been approved. Under the URA, there are ___ household members out of the total of ___ who are entitled to assistance and benefits. These eligible household members are <<NAMES>>.

Additional information about your benefits was previously provided to you in the Informational Statement. You are eligible to receive the following benefits:

- 1. RELOCATION ADVISORY ASSISTANCE** provided by Overland, Pacific & Cutler, LLC (OPC), a professional firm hired by the Owner to provide relocation assistance to you, such as referrals to replacement housing and help with filing for benefits.

2. MOVING EXPENSES:

- I. You will receive reimbursement for moving and related expenses you incurred relocating to your current dwelling. You may select one of the following payments:

Under the URA

- A. A Fixed Moving Payment based on the number of rooms you occupied at the Project Site (from Informational Statement). Your pro-rated entitlement under this option for ___ rooms is \$_____ (x/x of \$_____) or
- B. A payment for your Actual Reasonable Moving and Related Expenses based on receipts you provide for moving and related expenses related to your move to your current dwelling; prorated to reflect the number of eligible household members (X/X).

Under Title 25

- A. A Fixed Moving Payment based on the number of rooms you occupied at the Project Site (from Informational Statement). Your entitlement under this option for ___ rooms is \$_____ ; or
- B. A payment for your Actual Reasonable Moving and Related Expenses based on receipts you provide for moving and related expenses related to your move to your current dwelling.

- II. You will also receive a payment to assist in moving to your new replacement dwelling should you choose to move again with assistance. You may select one of the following payments:

Under the URA

- A. A Fixed Moving Payment based on the number of rooms you occupy (from Informational Statement). Your pro-rated entitlement under this option for ___ rooms is \$_____ (**x/x** of \$_____) **or**
- C. A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; prorated to reflect the number of eligible household members (**X/X**); **or**
- D. A combination of both (in some cases).

Under Title 25

- E. A Fixed Moving Payment based on the number of rooms you occupy (from Informational Statement). Your entitlement under this option for ___ rooms is \$_____ ; **or**
- F. A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- G. A combination of both (in some cases).

- III. **REPLACEMENT HOUSING ASSISTANCE:** You are eligible for a replacement housing payment to rent or purchase a replacement home. The payment will be based on several factors, including the cost of a "comparable replacement dwelling" and your average household income.

You are entitled to choose a replacement housing payment under the URA or Title 25. These two options are explained on the following page.

H. Replacement Housing Assistance Under the URA

If you choose assistance under the URA and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by the Owner) and the base monthly rent, multiplied by 42 months (see table below).

A study was completed to determine the cost of a comparable replacement dwelling for eligible occupants most nearly representative of your displacement dwelling at the Project Site. The study indicated that the dwelling located at <<**ADDRESS**>> with a monthly rent and estimated utilities of \$_____ (rent of \$_____ and utilities of \$_____) was the most representative of your current dwelling.

Base monthly rent is defined as the lesser of:

- (1) \$_____, which represents the average monthly rent (\$_____) and average monthly utilities (\$_____) at the displacement dwelling at the Project Site (if you are paying little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$_____, which represents thirty (30) percent of your gross monthly household income if your household income is classified as "low income" by the U. S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs. (If "N/A", income was not used in the calculation because you have been determined to not be "low income" and/or are a dependent, or the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$_____, and your maximum rental assistance payment is calculated as follows:

Maximum URA Rental Assistance Payment Calculation		
1	Comparable Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

Your actual payment depends on the cost of the replacement dwelling you decide to rent. If you rent and occupy a replacement dwelling which rents for **less** than the comparable dwelling, your rental assistance payment will be based on the actual cost of your replacement dwelling. If you rent and occupy a replacement dwelling which rents for **more** than the comparable dwelling, your rental assistance payment will be limited by the cost of the comparable dwelling.

Please find attached a listing of available comparable replacement dwellings that you may want to consider renting that reflect replacement housing needs under the URA. If you need any assistance or transportation to inspect these referrals, please contact the relocation agent identified below.

I. Replacement Housing Assistance Under Title 25

If you choose assistance under the State Regulations and rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by the Owner) and the base monthly rent, multiplied by 42 months.

A study was completed to determine the cost of a comparable replacement dwelling for eligible occupants most nearly representative of your displacement dwelling at the Project Site. The study indicated that the dwelling located at <<ADDRESS>> with a monthly rent and estimated utilities of \$_____ (rent of \$_____ and utilities of \$_____) was the most representative of your current dwelling.

Base monthly rent is defined as the lesser of:

- (1) \$_____, which represents the average monthly rent (\$_____) and average monthly utilities (\$____) at your displacement dwelling at the Project Site (if you are paying little or no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$_____, which represents thirty (30) percent of your gross monthly adjusted household income (If "N/A", income was not used in the calculation because it has been determined the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$_____ and your maximum rental assistance payment is calculated below:

Maximum Rental Assistance Payment Calculation		
1	Comparable Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

Your actual payment depends on the cost of the replacement dwelling you decide to rent. If you rent and occupy a replacement dwelling which rents for **less** than the comparable dwelling, your rental assistance payment will be based on the actual cost of your replacement dwelling. If you rent and occupy a replacement dwelling which rents for **more** than the comparable dwelling, your rental assistance payment will be limited by the cost of the comparable dwelling.

Please find attached a listing of available comparable replacement dwellings that you may want to consider renting that reflect replacement housing needs under the State Regulations. If you need any assistance or transportation to inspect these referrals, please contact the relocation agent identified below.

If you BUY replacement housing (Downpayment Assistance)

You may use the amount of your rental assistance payment under either the URA or Title 25 for down payment assistance. Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home under the URA or Title 25, you may use the full amount of your rental assistance

payment (\$ _____), as calculated above for a down payment and incidental expenses (typically known as "closing costs") associated with the purchase of a replacement dwelling. You are not limited in the type of home you choose.

If you have received any amount as rental supplements, then those amounts will be deducted from all eligible down payment calculations. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

To be eligible for a replacement housing payment described above, you must rent or purchase and occupy a decent, safe and sanitary replacement dwelling **within 12 months** from the date you received this Notice of Eligibility, as well as file claims for replacement housing or moving payments **within 18 months** from the date you received this Notice of Eligibility. **Failure to occupy the replacement dwelling or to submit claims within the above time limits could result in loss of moving and/or replacement housing benefits.**

You do not have to accept any dwelling referred to you by the Owner. You may choose your own replacement, but to qualify for relocation assistance payments it must first be inspected to assure that it meets the "decent, safe and sanitary" standards. For this reason, **DO NOT MOVE from your home and DO NOT CONTRACT to rent or purchase a replacement dwelling without first contacting your relocation agent.** The "decent, safe and sanitary" inspection is **not** a substitute for a professional housing inspection.

The Relocation Assistance Program is very complex. It is important that you carefully read and understand the matters explained in this notice and in the Informational Statement which was provided to you.

You received a previous relocation payment from the Owner prior to this notice in the amount of \$ _____. This amount will be deducted from all eligible replacement housing assistance payment calculations and or moving and related expense payments.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner's Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from your relocation agent.

If at any time you have questions or need assistance, please contact your relocation agent:

<<NAME>>
<<ADDRESS>>
<<PHONE>>

Sincerely,

Attachment (referrals)

ACKNOWLEDGMENT BY OCCUPANTS

I was personally contacted by the Relocation Agent for the Authority. I have been given a copy of this notice and I have had the available services and entitlements explained to me. I have been advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

Name:	Signature:	Date:
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I (We) elect to receive relocation benefits under the Uniform Relocation Act (URA). I understand my URA benefits include a Notice of Eligibility and Conditional Entitlement Letter (NOE) that states a maximum relocation benefit payment of \$ _____ **RAP** and \$ _____ **FMP**.

Signature:	Date:
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I (We) elect to receive relocation benefits under the State Regulations. I understand my State benefits include a Notice of Eligibility and Conditional Entitlement Letter (NOE) that states a maximum relocation benefit payment of \$ _____ **RAP** and \$ _____ **FMP**.

Signature:	Date:
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EXHIBIT F
NOTICES TO VACATE

[attached]

NOTICE TO TEMPORARILY VACATE

<<DATE>>

<<HEAD OF HOUSEHOLD NAME>> and all other occupants
<<ADDRESS>> Tamerlane Drive
Garden Grove, CA 92840

Re: Notice to Temporarily Vacate

Dear <<NAME>>:

New Garden Grove Community, LP (“Owner”) notified you previously of proposed plans to rehabilitate the property you currently occupy at <<ADDRESS>> Tamerlane Drive, Garden Grove, CA 92840.

It has now been determined by the Owner that it is necessary for you to temporarily vacate your current unit no later than midnight on <<DATE>>. We have identified a temporary unit for you to occupy. It is located at the <<NAME/ADDRESS>>.

The Owner will pay for the cost of the temporary accommodations during your temporary stay and any move or storage related costs.

We will be contacting you shortly to coordinate and explain the details of your move and the benefits for which you may be eligible. You will receive moving assistance and advisory services, which will be explained to you when you meet with our relocation specialist.

In order not to delay the rehabilitation process, it is very important that we work together to help you move, because you must move out of your current unit by midnight on <<DATE>>.

Once the rehabilitation of the Project Site units has been completed, you will be given notice of when you may return to your unit (or other unit that meets the household special needs.) If you have any questions regarding this or any other relocation issues, please contact your relocation agent, <<NAME>> at <<NUMBER>>.

Sincerely,

<<NAME>>
<<TITLE>>
<<ORG>>

90-Day Notice to Vacate

<<DATE>>

<<HEAD OF HOUSEHOLD NAME>> and all other occupants
<<ADDRESS>> Tamerlane Drive
Garden Grove, CA 92840

Dear <<NAMES>>:

New Garden Grove Community, LP ("Owner") notified you previously of proposed plans to rehabilitate the property you currently occupy at <<ADDRESS>> Tamerlane Drive, Garden Grove, CA 92840 (called here the "Premises"). The Owner has now determined that it will be necessary for you to vacate the Premises.

Notice is hereby given that the Owner elects to terminate your tenancy beginning <<DATE>> and ending <<DATE>>, and you are hereby to quit and deliver up possession of the property you occupy on or before <<DATE>>. If you do not vacate the Premises by that date, the Owner will initiate legal proceedings to recover possession of the Premises, along with any rents and damages.

During this period, OPC/TranSystems will be available to provide assistance with referrals to replacement sites, coordination with movers and other vendors, the processing of relocation benefit claim forms, and other tasks to help facilitate your relocation. Please contact your relocation agent listed below if you have any questions regarding this notice or the relocation process. Upon vacating your unit, you are responsible for removing all of your personal property, delivering the Premises in satisfactory condition and turning in the keys to your relocation agent.

Sincerely,

Received by

X _____
Recipient's Signature

Date

Delivered on/by: _____/_____

Posted on/by: _____/_____

Mailed/receipt received on: _____/_____

EXHIBIT G

PUBLIC COMMENTS & RESPONSES